EXHIBIT A (Continued)

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AO 33 (Rev. 1/94) Subpoens in a Civil Case

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF NEW YORK

	SUBPOENA IN A CIVIL CASE
ID 18: PHARMACEUTICAL INDUSTRY	MDL NO. 1456
AVERAGE WHOLESALE PRICE LITIGATION	
•	Civil Action No. 01-12257-PBS
•	
	Total D Seein
	Judge Parti B. Saris
THIS DOCUMENT RELATES TO THE MASTE	R : (case pending in D. Mass.)
CONSOLIDATED CLASS ACTION	
* **	
TO: Excellus	
165 Court Street	
Rochester, NY 14647	
Comments of the Year	ted States District Court at the place, date, and time
YOU ARE COMMANDED to appear to the out	
specified below to testify in the above case.	COVETROOM
PLACE OF TESTIMONY	DATE AND TIME
· .	
Comment and congression and annear at the plan	cs, date, and time specified below to testify at the taking
of a deposition in the above case.	
	DATE AND TORE
MACE OF DEPOSITION	September 2, 2004 at 10 a.m.
Excellus	
165 Court Street	. + [8]
Rochester, NY 14647	
The same and and same and same and same	nit inspection and copying of the following documents or
objects at the place, date, and time specified be	low (list documents or objects):
See Schedule A, attached hereto.	
PACE	DATE AND TIME
Excellus	September 1, 2004 at 10 a.m.
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Rochester, NY 14647	
ROCHESTEL, NT 14047	n of the following premises at the date and time specified
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below.	DATE AND THE
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Any organization not a party to this suit the	at is subposnaed for the taking of a deposition shall
designate one or more officers, directors, or ma	naging agents, or other persons who consent to testify on esignated, the matters on which the person will testify.
its behalf, and may set torth, for each person w	
Federal Rules of Civil Procedure, 30(b)(6). HERDING OFFICER MORATOR AND THE DEDICATE IF AFFORDET	FOR PLANTIFF OR DESPRIORIES DATE
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Attorney for Descriptints Johnson & Johnson, Contoco	K. Mc. Ormo Bloken
Products L.P., Janesen Pharmaceutica L.P. and McNe	il-PPC on behalf of all
defendants to the Amended Master Consolidated Clas	Action Complaint
HARDING OPPICER'S NAME, ADDRESS AND PROFE NUMBER: Hylk !	Haas, Patterson Belkmap, Webb & Tyler LLP, 1133 Avenue of the
American Name Work NIV 10036 (2)2) 336 2000.	N 63
(Sec Rule 45, Federal Rales	of Civil Procedure, Parts C & D on Reverse)
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(iv) subjects a person to	undus purcus.	` ;	11.5	1	

(B) If a subposses requires disclosure of a trade secret or other confidenced research, development, or commercial

information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or
occurrences in dispute and resulting from the expert's study made not at the request of any party, or
(iii) requires a person who is not a party of an officer of a party to incir substantial expense to travel more
than 100 miles to attend trial, the court may, to protect a person subject to or affected by thembpoons, quash or
modify the subpoons, or, if the party in whose behalf the subpoons is issued shows a substantial need for the testimony
or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoons is
addressed will be reasonably compensated, the court may order appearance or production only upon specified
conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

- (1) A person responding to a subposse to produce documents shall produce them as they are kept inthe usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpossa is withheld on a claim than it is privileged or subject to protection as trial preparation materials the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the domanding party to contest the claim.

SCHEDULE

DEFINITIONS.

- 1. "Excellus" ("Excellus") means Excellus and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.
- 2. "AMCC" means the Amended Master Consolidated Class Action
 Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in
 the United States District Court for the District of Massachusetts.
- 3. "AMP" or "Average Manufacturer Price" shall have the meaning set forth in 42 U.S.C. § 1396r-8(k)(1).
- 4. "And" and "or" shall be constitued either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.
- 5. "Auditor" means any independent entity that provides an independent, third-party audit review of any aspect of medical coverage or services provided by any health plan or health and welfare fund to any of its participants or beneficiaries.
- 6. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by one or more pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-Span").

- 7. "Benefit Consultant" means any person or entity that provides information, counsel or advice to any health plan or health and welfare fund regarding any medical benefit or service provided by any health plan or health and welfare fund to any participant or beneficiary.
- 8. "Best Price" shall have the meaning ascribed to that term pursuant to 42 U.S.C. § 1396r-8(c)(1)(C).
 - 9. "CMS" shall mean Centers for Medicare and Medicard Services.
- 10. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
 - 11. "Concerning" means referring to describing, evidencing, or constituting.
- 12. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, or other means or process.
- in any medium, including electronic form, whether or not it was communicated to any person other than the author, and shall include but not be limited to, writings, printings, photographs, photocopies, tapes, recordings, video recordings, electronic data, e-mails, and any other symbolic representations in your possession, custody or control or known or believed by you to exist.
- 14. "RAC" or "Histimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.
- 15. "Government payor" means any federal or state government entity or program that reimburses Providers for drugs or health care services, including but not limited to

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CMS, Medicare, and Medicaid.

- 16. "Independent Practice Association means any organized group of providers whose members provide health care to any participant or beneficiary.
- 17. "MAC" means Maximum Allowable Cost and includes the meaning ascribed to that term pursuant to 42 C.F.R. § 442.332.
- 18. "Manufacturer" means a company that manufactures pharmaceutical products, including, without limitation, subject drugs.
- 19. "MCC" means the Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.
 - 20. "PBM" means pharmacy benefit manager.
- 21. The terms "Participant" and Beneficiary" mean a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit.
- 22. "Person" means any natural person or any business, legal, or governmental entity or association.
- 23. "Price" means any payment made for a drug with or without discounts, rebates or other incentives affecting the cost of the drug
- 24. "Private payor" means any non-government entity or program that reimburses Providers for drugs or health care services; including but not limited to health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and henefit funds.
 - 25. "Provider" means any physician prientity that provides health care to any

Participant or Beneficiary.

- "Publisher" means an entity that nublishes a listing of pharmaceutical 26. prices, and includes publications identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes FirstDataBank, Red Book, Blue Book and Medispan.
- "Relating" means in any way concepting or referring to, consisting of, 27. involving, regarding or connected with the subject matter of the request.
- "Subject drug" or "subject drugs means one or more of drugs listed on 28. Exhibit A hereto.
- "Third Party Administrator" pricages any entity that provides administrative 29. services to any health plan or health and welfare fund relating to any medical benefit provided to any participant or beneficiary.
- "WAC" means wholesale acquisition cost or the list prices for sales by manufacturers to wholesalers.
- "Wholesaler" means any entity that purchases subject drugs from a 31. manufacturer and resells such drugs to any other entity
 - "You" or "your" shall refer to Excelly 32.

INSTRUCTIONS

- 1. Unless otherwise specifically stated the requests below refer to the period of January 1, 1991 to the present.
- 2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the ferminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.
- possession, custody, or control of you or anyone acting on your behalf. A document is to be deemed in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person and you (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (c) have an understanding, express or implied that you may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when you sought to do so.
 - 4. If production is requested of a document that is no longer in your possession, custody, or control, your response should state when the document was most recently in your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction
 - 5. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author;
- (d) its addressee;
- (e) the specific privilege under which it is withheld
- (f) its general subject matter, and
- (e) a description of it that you contend is adequate to support your contention that it is privileged.
- 6. These requests for production of documents are continuing in nature pursuant to Rule 26 of the Federal Rules of Civil Procedure so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the time of trial.
- 7. The documents produced must be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request.
- 8. To the extent that you consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state the part of each request to which you object and each ground for each objection.

DOCUMENTS TO BE PRODUCED

- 1. All documents relating to or reflecting any definition or meaning of AWP.
- 2. All documents that reflect, discuss, premorialize, or otherwise relate to your setting of reimbursement or payment rates for any subject drug.
- 3. All documents that you or someone soing on your behalf relied upon in setting reimbursement or payment rates for any subjectiving
- 4. All minutes from meetings where the settile of reimbursement or payment for subject drugs was discussed, including meetings where the settile of reimbursement or payment rates was discussed.
- 5. All documents relating to or reflecting the costs to providers of any subject drug.
- 6. All documents relating to or reflecting the amounts you reimburse providers for any subject drug.
- 7. All documents relating to or reflecting any differences between the costs to providers of any subject drug and the amounts you reimburse providers for any subject drug.
- 8. All documents relating to or reflecting your awareness that the costs to providers of subject drugs are different from the amounts you reimburse providers for subject drugs.
- 9. All documents relating to your mains processing policies and procedures for any subject drug.
- 10. All documents reflecting any payments made by you that were based in whole or in part on the AWP of any subject drug.

- - 11. All communications between you and providers or pharmacies relating to reimbursement, payment or prices of any subject drug.
 - 12. All documents relating to any remisse by you for any information concerning the reimbursement, pricing or payment for any subject drug.
 - 13. All documents concerning your decision to rely on, reliance on, or use of drug pricing information published by any publisher for any subject drug.
 - 14. All documents created by or received from any publisher, including but not limited to drug pricing information, and communications memoranda, contracts or agreements between you and any publisher regarding any subject drug.
 - 15. All documents relating or referring of AWPs, including documents that relate or refer to the relationship between any price and AWP for any subject drug.
 - 16. All documents relating or referring 6 any difference between an AWP and an actual payment by you or anyone else for any subject dive.
 - 17. To the extent not otherwise produced, all documents concerning AWP, AMP, WAC, MAC, BAC, Best Price or any other daily pricing, payment or reimbursement information for any subject drug.
 - PBMs, third party administrators, benefit consultants and tors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover subject drugs, including, without limitation, master agreements, addends, schedules, attachments, requests for proposal, responses to requests for proposal and correspondence.
 - 19. Documents sufficient to identify all persons involved in negotiation of

contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover any subject drug.

- 20. All documents relating to any profit malysis you have performed or received relating to your reimbursement or payment for any subject drug.
- 21. All documents concerning any internal or external, formal or informal, investigations, studies, research, assessments, analyses, reviews or audits regarding drug pricing or reimbursement or payment amounts or rates for any subject drug, including but not limited to documents regarding your participation in the following study, "Health Plan Payment for Physician-Administered Drugs,' A Study conducted by Dyckman & Associates for the Medicare Payment Advisory Commission, August 2003 No.03-5.
 - 22. All fillings with any state or federal government entity made by you or on your behalf that refer or relate to AWP.
- 23. All documents created by or received from CMS, United States

 Department of Health and Human Services, The Health and Human Services Office of the
 Inspector General, the General Accounting Office. Congress or any other federal or state
 institution, agency, department, or office regarding the pricing of prescription drugs.
 - All documents provided to CMS United States Department of Health and Human Services, the Department of Health and Human Services Office of the Inspector General, the General Accounting Office, Congress, or any other federal or state institution, agency, department, or office regarding the pricing of any subject drug.
 - 25. All documents produced by youlin any litigation, government investigation

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or inquiry related to the use of AWP in Medicare, Medicare, more private reimbursement.

All current and historical organizational charts for all of your departments.

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EXHIBIT A

ALL DRUGS LISTED BELOW ARE SUBJECT TO THESE DISCOVERY REQUESTS

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GlaxoSmithKline	Paxil Paxil
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Glaxo5mithKline	Purinethol
GlaxoSmithKline	Relenza
GlaxoSmithKline	Retrovir 编译特别
GlaxoSmithKline	Servent
GlaxoSmithKline	Thioguanine
GlaxoSmithKline	Trizivit
GlaxoSmithKline	Valtrex
GlaxoSmithKline	Ventolin HFA
GlaxoSmithKline	Wellbutrin
GlaxoSmithKline	Zantac
GlaxoSmithKline	Ziagen Rich Richita
Glaxo5mithKline	Zofran
GlaxoSmithIGine	Zovirax
GlaxoSmithKline	Zyban
•	10 10 10 10 10 10 10 10 10 10 10 10 10 1
Immunex	Leucovorin Calciem
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W	Methotrexate Sontim
Immunex	Novantrone
Immunex	Thioplex
Immunex	[34] [48] 推进
The Compact (Contact)	Remicade
[&] Group (Centocor) [&] Group (Janssen Pharmaceutica)	Aciphex
[&] Group (Janssen Pharmaceutica)	Duragesic 3 1 1 1
J& Group (Janssen Pharmaceutica)	Reminyl
[&] Group (Janssen Pharmaceutica)	Risperdal
J&J Group (Janssen Pharmaceutica)	Sporanox
[&] Group (Ortho McNeil Pharmaceutica	I) Bicitra
[&] Group (Ortho McNeil Pharmaceutica	l) Eluuron
J&J Group (McNeil-PPC)	Flexeril
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18-1 Group (Ortho McNeil Pharmaceutic	al) Polycitra-Ler Son (1817) 11
14-1 Group (Ortho McNeil Pharmaceutic	al) Regranex
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[&] Group (Ortho McNeil Pharmaceutic	al) Testoderm
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J&J Group (Ortho McNeil Pharmaceutic	al) Tolectin DS
The Course (Ortho McNeil Pharmaceutic	al) Topamax (%) (Fig. M)
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Mail Group (Ortho McNeil Pharmaceutic	at) 1 y 10 x
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Sel Group (Ortho Biotech Products)	
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J&J Group (Ortho Neutrogena)	Grifulvin V
J&J Group (Ortho Neutrogena)	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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[&] Group (Ortho Neutrogena)	Retin-A 9 Resident

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(O-the Noutromena)	Retin-A Micr Gel
[&] Group (Ortho Neutrogena)	Spectazole Creaming
J&J Group (Ortho Neutrogena)	· 集團有別觀 [4] - 治·
	Claratil
Novartis	Combinatch (4)
Novartis	Comtan
Novartis	Estraderm
Novartis	Exelon
Novertis	Femala
Novartis	Lamisil
Novartis	Lamprene
Novartis	
Novartis	Lescol XL
Novartis	Lescol XL
Novartis	
Novartis	Lotensin HCT
Novartis	Lotrel Miacalcin
Novartis	(1.11)
Novartis	Pariodel Ritalin
Novartis	Ritalin
Novertis	Ritalin LA
Novartis	Starlix
Novartis	Tegretol
Novartis	Tegretol XR Trileptal
Novartis	Trileptal
Novartis	Vivelle
Novartis	Vivelle-DOT
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Pfizer	Accupril
Pfizer	Accuretic
Pfizer	Cardura
Pfizer	Celontin
Pfizer	Dilantin Hills
	Dilantin-125
Pfizer	Estrostep FE
Pfizer	Femhrt 1/5
Pfizer	Livitor
Pfizer	Lopid
Pfizer	Mirozide
Pfizer	Nardil
Pfizer	Neurontin's SHEETS
Pfizer	Mitrostat
Pfizer	Renese
Pfizer	Rescriptor
Pfizer	Viracept
Pfizer	Viracept

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	Zarontin
Pfixer	Zarontin
Pfizer	Zithromax
Pfizer	Zoloft
Pfizer	Zyrtec
Phermacia	Adriamycin PPS
Pharmacia	AdriamyciniRDF
Pharmacia	Adrucil
Pharmacia	Amphocin
Pharmacia	Amphotercin B
Pharmacia	Bleomycin Sulfate
Pharmacia	Celebrex
Pharmacia	Cleocin-T
Pharmacia	Cytarabine (Cytosar, U)
Pharmacia	Depo-Testosterone Etoposide Neosar
Pharmacia	Emposide
Pharmacia	Neosax
Pharmacia	Solu-Cortef
Pharmacia	Solu-Medrol
Pharmacia	Toposar
Pharmacia	Vincasar PFS
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Schering	Clarinex
Schering	Caritin
Schering	Claritin-D
Schering	Diprolene
Schering	Diprolene AF
Schering	Diprosone
Schering	Elocon
Schering	Bulexin
Schering	Integrilin
Schering	Intron-A
Schering	Lotrisone
Schering	Nasonex Peg-Intron
Schering	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Schering	Proventil
Schering	Rebetol
Schering	Sebizon Sebizon
Schering	Temodar 11 10 11 11
Schering	Trinalin Rep
Schering	Vanceril
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Warrick Warrick	Albutero Clotrimazolis

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Warrick	Griscofulvin Ultramicrocry
Warrick	ISMN
Warrick	Oxaprozin
Warrick :	Perphenazine
Warrick	Potessium Chloride is
Warrick	Sodium Chloride
Warrick	Sulcrafate Tablets 11
Warrick	Theophylline
	111111111111111111111111111111111111111
Sicor	Acyclovir Sodium
Sicor	Amikacin Sulfate
Sicor	Doxorubicia
Sicor	Etoposide
Sicor	Leucovorin Calcian (
Sicor	Pentamidine Isemionate
Sicor	Tobramycin Sulfafe
TAP	Prevacid Barrier
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Watson	Dexamethasone Aretates
Watson	Dexamethasphe Spdnum Phosphate
Watson	Diazepam
Watson	Petradiol # #
Watson	Ferrlecit
Watson	Fluphenazire HC
Watson	Gemfibrozil
Watson	Gentamicin Stilfate
Walson	Imipramine HCL
Watson	Infed
Watson	Lorazepam
Watson	Nadolol
Watson	Perphenazine2
Watson	Propranolol Pr
Watson	Ranitidine
Watson	Ranitidine Vancomycin HCL
Watson	Ranitidine